

Exhibit A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)
)
)

MOTORS LIQUIDATION COMPANY, et al.,)
f/ka/ GENERAL MOTORS CORP., et al.,)
)

Debtors.)
_____)

Chapter 11

Case No. 09-50026 (REG)

Jointly Administered

**AFFIDAVIT OF FRANK A. ZAGARINO IN SUPPORT OF THE
RESPONSE OF 3M PURIFICATION INC. (f/k/a CUNO INCORPORATED)
TO DEBTORS' OBJECTION TO CERTAIN 503(b)(9) CLAIMS UNDER THE
ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 503(b)(9) ESTABLISHING
PROCEDURES FOR THE ASSERTION, RESOLUTION AND SATISFACTION
OF CLAIMS ASSERTED PURSUANT TO 11 U.S.C. § 503(b)(9)**

Frank A. Zagarino, being duly sworn, deposes and says:

1. My name is Frank A. Zagarino, and I am over 21 years of age and otherwise competent to testify.

2. I have worked for 3M Purification Inc. f/k/a CUNO Incorporated ("CUNO") for 21 years, holding my current position, Manager of Credit/Product Services, for two and a half years.

3. I am providing this Affidavit in Support of CUNO's Response to Debtors' Objection to Certain 503(b)(9) Claims Under the Order Pursuant to 11 U.S.C. §§ 105(a) and 503(b)(9) Establishing Procedures for the Assertion, Resolution and Satisfaction of Claims Asserted Pursuant to 11 U.S.C. § 503(b)(9) (the "3M Response"). I am providing this affidavit on personal knowledge, or where otherwise noted, on my own personal investigation of CUNO's business records.

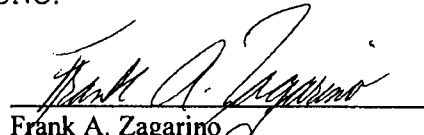
4. The Debtors¹ owed 3M \$5,630.90 in debt arising 20 days prior to the Petition Date for the sale of air filters to the Debtors. A current true copy of the invoices related to the 20 day period is attached hereto as Exhibit 1.

¹ Terms not defined herein shall have the same meanings prescribed to them in the CUNO Response.

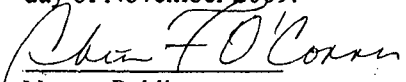
5. The Debtors have made payment in the amount of \$1,642.14 and there is a remaining balance due of \$3,988.76. A current true copy of the CUNO account balance is attached hereto as Exhibit 2.

6. CUNO continues to supply the Debtors, post petition, with air filters. The Debtors currently owe CUNO \$5,277.26 in debt arising on or after the Petition Date. A current true copy of the invoices is attached hereto as Exhibit 3.

7. Debtors have not requested that CUNO enter in an "essential supplier agreement" so there is no contract that the Debtors could have assumed and/or assigned for the goods that Debtors purchase from CUNO.


Frank A. Zagarino
Manager of Credit/Product Services

Sworn to and subscribed
Before me this 18th
day of November 2009.


Notary Public

My Commission expires 2/28/2014

Exhibit 1



REMIT CUNO INCORPORATED
DEPT. CH10370
TO: PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

Page 1 of 1
INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1364530 SO	2987423	GM58911	05/14/09	1494360 RI

TERMS F.O.B. **DATE SHIPPED**

Payment Due 2nd Day 2nd month **COLLECT**

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O

S GMSPO 1757/075
H PONTIAC PC
I 1251 JOSLYN ROAD
P PONTIAC MI 48340
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 05/14/09	V251 S5S LHD SVC KIT PN 524828 GM PART 52482840	70-0708-1375-6	EA S	216	13.7000 Per EA	2,959.20

SALES TAX:

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

2,959.20

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

TERMS AND CONDITIONS

These Terms and Conditions shall govern each product sales transaction between CUNO Incorporated and its affiliates ("CUNO") and Buyer and any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon CUNO unless agreed to by CUNO in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon CUNO unless agreed to in writing by CUNO.

1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

5. **PARTIAL DELIVERIES.** CUNO may make partial deliveries which Buyer shall accept and pay for at the prices quoted by CUNO in writing. If any part of the order is not delivered by CUNO or is not in accordance with the order, the remainder of the order and Buyer's obligation thereunder shall not be affected.

6. **PACKAGING.** All items sold hereunder shall be packed or crated and shipped in accordance with CUNO's best judgment. Any special packing, crating, or shipping instructions of Buyer must be noted on Buyer's original order and acknowledged by CUNO.

7. **INSPECTION.** Buyer shall inspect all items upon arrival and shall give written notice to CUNO within ten (10) days of arrival of any claim for shortage or nonconformance with the terms hereof. If Buyer fails to give such notice, BUYER waives all claims for such shortage or nonconformance, and Buyer shall be bound to accept and pay for all items in accordance with the terms hereof.

8. **RETURNS.** No product may be returned without CUNO's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by CUNO in writing, unused non-defective products in unopened packaging may be returned to CUNO subject to a service handling and restocking charge.

9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may be levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to CUNO.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that CUNO repair any CUNO product not covered by the warranty provided in Section 12 below, such repair charges shall be at the expense of the Buyer unless specifically authorized in writing by CUNO. Alterations or modifications to the CUNO product by Buyer or Buyer's agents which involve welding, brazing, soldering, drilling or machining by the Buyer are not permitted without specific authorization in writing by CUNO and will void the warranty and render the products non-returnable by Buyer.

12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



REMIT CUNO INCORPORATED
DEPT. CH10370
TO: PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

Page 1 of 1
INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1364509 SO	2987423	GM58911	05/18/09	1495287 RI

TERMS F.O.B. **DATE SHIPPED**
Payment Due 2nd Day 2nd month **COLLECT**

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O

S GMSPO 17148/048
H FONTANA ACDELCO PDC
I 11900 CABERNET DRIVE
P FONTANA CA 92337
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 05/14/09	V251 S5S LHD SVC KIT PN 524828 GM PART 52482840	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

268.18

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

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THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



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Payment Due 2nd Day 2nd month **COLLECT**

**S
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ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

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O** GMSPO 17123/023
COLUMBUS ACDELCO PDC
6000 GREEN POINTE DRIVE
GROVEPORT OH 43125

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
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SALES TAX:

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IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

493.20

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED

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9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may be levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to CUNO.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that CUNO repair any CUNO product not covered by the warranty provided in Section 12 below, such repair charges shall be at the expense of the Buyer unless specifically authorized in writing by CUNO. Alterations or modifications to the CUNO product by Buyer or Buyer's agents which involve welding, brazing, soldering, drilling or machining by the Buyer are not permitted without specific authorization in writing by CUNO and will void the warranty and render the products non-returnable by Buyer.

12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



REMIT CUNO INCORPORATED
DEPT. CH10370
TO: PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

Page 1 of 1
INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1372149 SO	2987423	GM58911	05/29/09	1499912 RI

TERMS F.O.B. **DATE SHIPPED**
Payment Due 2nd Day 2nd month Freight Collect

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O

S GMSPO 17148/048
H FONTANA ACDELCO PDC
I 11900 CABERNET DRIVE
P FONTANA CA 92337
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 05/29/09	V251 S5S LHD SVC KIT PN 524828	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

268.18

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

TERMS AND CONDITIONS

These Terms and Conditions shall govern each product sales transaction between CUNO Incorporated and its affiliates ("CUNO") and Buyer and any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon CUNO unless agreed to by CUNO in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon CUNO unless agreed to in writing by CUNO.

1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

5. **PARTIAL DELIVERIES.** CUNO may make partial deliveries which Buyer shall accept and pay for at the prices quoted by CUNO in writing. If any part of the order is not delivered by CUNO or is not in accordance with the order, the remainder of the order and Buyer's obligation thereunder shall not be affected.

6. **PACKAGING.** All items sold hereunder shall be packed or crated and shipped in accordance with CUNO's best judgment. Any special packing, crating, or shipping instructions of Buyer must be noted on Buyer's original order and acknowledged by CUNO.

7. **INSPECTION.** Buyer shall inspect all items upon arrival and shall give written notice to CUNO within ten (10) days of arrival of any claim for shortage or nonconformance with the terms hereof. If Buyer fails to give such notice, BUYER waives all claims for such shortage or nonconformance, and Buyer shall be bound to accept and pay for all items in accordance with the terms hereof.

8. **RETURNS.** No product may be returned without CUNO's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by CUNO in writing, unused non-defective products in unopened packaging may be returned to CUNO subject to a service handling and restocking charge.

9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

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12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO'S sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774
Page 1 of 1
INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1368040 SO	2987423	GM58911	05/18/09	1495425 RI

TERMS	F.O.B.	DATE SHIPPED
Payment Due 2nd Day 2nd month	COLLECT	

S O L D T O GM DISBURSEMENT SERVICES
ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

S H I P T O GMSPO CANADA 14972/013
DOMINION GROUP INC
6201 VIPOND DRIVE
L5T 2B2 MISSISSAUGA ON
Canada

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS REMIT TO DUNS NUMBER 03-855-1615					
1.000 05/14/09	V249 C-CAR SVC KIT PN 52482839	70-0708-1373-1	EA S	18	9.0300 Per EA	162.54

SALES TAX:

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

162.54**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.



a 3M company

REMIT TO: CUNO INCORPORATED
 DEPT. CH10370
 PALATINE, IL 60055-0370
 USA

INQUIRIES TO: CUNO INCORPORATED
 400 Research Parkway
 Meriden, CT 06450 * USA
 Phone: (203) 237-5541
 Telefax: (203) 238-8774

 Page 1 of 1
INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1372149 SO	2987423	GM58911	05/29/09	1499912 RI

TERMS F.O.B. **DATE SHIPPED**

 Payment Due 2nd Day 2nd month
 Freight Collect

S O L D T O GM DISBURSEMENT SERVICES
 ENTERPRISE ACTIVITIES GROUP
 P O BOX 2000
 FLINT MI 48501-2000

S H I P T O GMSPO 17148/048
 FONTANA ACDELCO PDC
 11900 CABERNET DRIVE
 FONTANA CA 92337

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS REMIT TO DUNS NUMBER 03-855-1615					
1.000 05/29/09	V251 S5S LHD SVC KIT PN 524828	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

268.18
ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.



a 3M company

REMIT CUNO INCORPORATED
 DEPT. CH10370
TO: PALATINE, IL 60055-0370
 USA

INQUIRIES TO: CUNO INCORPORATED
 400 Research Parkway
 Meriden, CT 06450 * USA
 Phone: (203) 237-5541
 Telefax: (203) 238-8774

Page 1 of 1

INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1372150 SO	2987423	GM58911	05/29/09	1499913 RI

TERMS **F.O.B.** **DATE SHIPPED**

 Payment Due 2nd Day 2nd month
 Freight Collect

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O
S GMSPO 1757/075
H PONTIAC PC
I 1251 JOSLYN ROAD
P PONTIAC MI 48340
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS REMIT TO DUNS NUMBER 03-855-1615					
1.000 05/29/09	V251 S5S LHD SVC KIT PN 524828	70-0708-1375-6	EA S	108	13.7000 Per EA	1,479.60

SALES TAX:**TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.**

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

1,479.60**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

Exhibit 2

GM Invoices Not Paid

Pre-Bankruptcy			Post-Bankruptcy		
<u>Inv #</u>	<u>Date</u>	<u>Amount</u>	<u>Inv #</u>	<u>Date</u>	<u>Amount</u>
1494360	5/14/2009	\$2,959.20	1502355	6/5/2009	\$268.18
1495287	5/18/2009	\$268.18	1510925	6/30/2009	\$536.36
1495424	5/18/2009	\$493.20	1511808	7/2/2009	\$536.36
1499912	5/29/2009	\$268.18	1513464	7/9/2009	\$268.18
		\$3,988.76	1534102	9/4/2009	\$246.60
			1534103	9/4/2009	\$268.18
			1535602	9/10/2009	\$246.60
			1535604	9/10/2009	\$536.36
			1538357	9/18/2009	\$268.18
			1538373	9/18/2009	\$246.60
			1538375	9/18/2009	\$804.53
			1541014	9/25/2009	\$804.53
			1541015	9/25/2009	\$246.60
					\$5,277.26

Invoices dated within the last 20 days prior to the filing (June 1, 2009) = \$5,630.90

1494360	5/14/2009	\$2,959.20	Still unpaid	Adjusted Admin claim
1495287	5/18/2009	\$268.18		
1495424	5/18/2009	\$493.20		
1499912	5/29/2009	\$268.18		
		\$3,988.76		
1495425	5/18/2009	\$162.54	Paid	
1499913	5/29/2009	\$1,479.60		
		\$1,642.14		
		\$5,630.90	Total Claim	

Exhibit 3



a 3M company

REMIT CUNO INCORPORATED
 DEPT. CH10370
TO: PALATINE, IL 60055-0370
 USA

INQUIRIES TO: CUNO INCORPORATED
 400 Research Parkway
 Meriden, CT 06450 * USA
 Phone: (203) 237-5541
 Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1375318 SO	2987423	GM58911	06/05/09	1502355 RI

TERMS **F.O.B.** **DATE SHIPPED**

 Payment Due 2nd Day 2nd month
 Freight Collect

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O
S GMSPO 17148/048
H FONTANA ACDELCO PDC
I 11900 CABERNET DRIVE
P FONTANA CA 92337
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT					
	SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 06/05/09	V251 S5S LHD SVC KIT PN 524828 GM PART 52482840	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

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1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

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THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1379004 SO	2987423	GM58911	06/30/09	1510925 RI

TERMS **F.O.B.** **DATE SHIPPED**

 Payment Due 2nd Day 2nd month
Freight Collect

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O
S GMSPO 17148/048
H FONTANA ACDELCO PDC
I 11900 CABERNET DRIVE
P FONTANA CA 92337
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 06/26/09	V251 S5S LHD SVC KIT PN 524828 GM PART 52482840	70-0708-1375-6	EA S	36	13.7000 Per EA	493.20

SALES TAX: 43.16

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

536.36**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

PLEASE PAY THIS AMOUNT

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1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

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16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1383496 SO	2987423	GM58911	07/02/09	1511808 RI

TERMS **F.O.B.** **DATE SHIPPED**

 Payment Due 2nd Day 2nd month
Freight Collect

**S
O
L
D
T
O**
 GM DISBURSEMENT SERVICES
 ENTERPRISE ACTIVITIES GROUP
 P O BOX 2000
 FLINT MI 48501-2000

**S
H
I
P
T
O**
 GMSPO 17148/048
 FONTANA ACDELCO PDC
 11900 CABERNET DRIVE
 FONTANA CA 92337

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 07/06/09	V251 S5S LHD SVC KIT PN 524828 GM PART 52482840	70-0708-1375-6	EA S	36	13.7000 Per EA	493.20

SALES TAX: 43.16

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MAY BE DEDUCTED

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a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1385073 SO	2987423	GM58911	07/09/09	1513464 RI

TERMS F.O.B. **DATE SHIPPED**

Payment Due 2nd Day 2nd month **COLLECT**

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O

S GMSPO 17148/048
H FONTANA ACDELCO PDC
I 11900 CABERNET DRIVE
P FONTANA CA 92337
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 07/10/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

268.18

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

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8. **RETURNS.** No product may be returned without CUNO's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by CUNO in writing, unused non-defective products in unopened packaging may be returned to CUNO subject to a service handling and restocking charge.

9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may be levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to CUNO.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that CUNO repair any CUNO product not covered by the warranty provided in Section 12 below, such repair charges shall be at the expense of the Buyer unless specifically authorized in writing by CUNO. Alterations or modifications to the CUNO product by Buyer or Buyer's agents which involve welding, brazing, soldering, drilling or machining by the Buyer are not permitted without specific authorization in writing by CUNO and will void the warranty and render the products non-returnable by Buyer.

12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.


REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1401126 SO	2987423	CN58911	09/04/09	1534102 RI

TERMS F.O.B. **DATE SHIPPED**

 Payment Due 2nd Day 2nd month **COLLECT**
**S
O
L
D
T
O** GM DISBURSEMENT SERVICES
ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

**S
H
I
P
T
O** GMSPO CANADA 14972/013
DOMINION GROUP INC
6201 VIPOND DRIVE
L5T 2B2 MISSISSAUGA ON
Canada

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/04/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX:

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

246.60
ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

TERMS AND CONDITIONS

These Terms and Conditions shall govern each product sales transaction between CUNO Incorporated and its affiliates ("CUNO") and Buyer and any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon CUNO unless agreed to by CUNO in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon CUNO unless agreed to in writing by CUNO.

1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

5. **PARTIAL DELIVERIES.** CUNO may make partial deliveries which Buyer shall accept and pay for at the prices quoted by CUNO in writing. If any part of the order is not delivered by CUNO or is not in accordance with the order, the remainder of the order and Buyer's obligation thereunder shall not be affected.

6. **PACKAGING.** All items sold hereunder shall be packed or crated and shipped in accordance with CUNO's best judgment. Any special packing, crating, or shipping instructions of Buyer must be noted on Buyer's original order and acknowledged by CUNO.

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9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

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12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1401128 SO	2987423	GM58911	09/04/09	1534103 RI

TERMS **F.O.B.** **DATE SHIPPED**

 Payment Due 2nd Day 2nd month **COLLECT**
**S
O
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O** GM DISBURSEMENT SERVICES
ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

**S
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P
T
O** GMSPO 17148/048
FONTANA ACDELCO PDC
11900 CABERNET DRIVE
FONTANA CA 92337

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/04/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

268.18**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

PLEASE PAY THIS AMOUNT

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TERMS AND CONDITIONS

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3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

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13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

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15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT CUNO INCORPORATED
 DEPT. CH10370
TO: PALATINE, IL 60055-0370
 USA

INQUIRIES TO: CUNO INCORPORATED
 400 Research Parkway
 Meriden, CT 06450 * USA
 Phone: (203) 237-5541
 Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1405086 SO	2987423	CN58911	09/10/09	1535602 RI

TERMS **F.O.B.** **DATE SHIPPED**

 Payment Due 2nd Day 2nd month **COLLECT**
S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O
S GMSPO CANADA 14972/013
H DOMINION GROUP INC
I 6201 VIPOND DRIVE
P L5T 2B2 MISSISSAUGA ON
T Canada
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/11/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

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IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

246.60**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

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2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

5. **PARTIAL DELIVERIES.** CUNO may make partial deliveries which Buyer shall accept and pay for at the prices quoted by CUNO in writing. If any part of the order is not delivered by CUNO or is not in accordance with the order, the remainder of the order and Buyer's obligation thereunder shall not be affected.

6. **PACKAGING.** All items sold hereunder shall be packed or crated and shipped in accordance with CUNO's best judgment. Any special packing, crating, or shipping instructions of Buyer must be noted on Buyer's original order and acknowledged by CUNO.

7. **INSPECTION.** Buyer shall inspect all items upon arrival and shall give written notice to CUNO within ten (10) days of arrival of any claim for shortage or nonconformance with the terms hereof. If Buyer fails to give such notice, BUYER waives all claims for such shortage or nonconformance, and Buyer shall be bound to accept and pay for all items in accordance with the terms hereof.

8. **RETURNS.** No product may be returned without CUNO's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by CUNO in writing, unused non-defective products in unopened packaging may be returned to CUNO subject to a service handling and restocking charge.

9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may be levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to CUNO.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that CUNO repair any CUNO product not covered by the warranty provided in Section 12 below, such repair charges shall be at the expense of the Buyer unless specifically authorized in writing by CUNO. Alterations or modifications to the CUNO product by Buyer or Buyer's agents which involve welding, brazing, soldering, drilling or machining by the Buyer are not permitted without specific authorization in writing by CUNO and will void the warranty and render the products non-returnable by Buyer.

12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1405090 SO	2987423	GM58911	09/10/09	1535604 RI

TERMS	F.O.B.	DATE SHIPPED
Payment Due 2nd Day 2nd month	COLLECT	

SOLD TO
GM DISBURSEMENT SERVICES
ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

SHIP TO
GMSPO 17148/048
FONTANA ACDELCO PDC
11900 CABERNET DRIVE
FONTANA CA 92337

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/11/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	36	13.7000 Per EA	493.20

SALES TAX: 43.16

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

536.36**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

TERMS AND CONDITIONS

These Terms and Conditions shall govern each product sales transaction between CUNO Incorporated and its affiliates ("CUNO") and Buyer and any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon CUNO unless agreed to by CUNO in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon CUNO unless agreed to in writing by CUNO.

1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

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9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

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12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1405922 SO	2987423	GM58911	09/18/09	1538357 RI

TERMS F.O.B. **DATE SHIPPED**

Payment Due 2nd Day 2nd month **COLLECT**

S GM DISBURSEMENT SERVICES
O ENTERPRISE ACTIVITIES GROUP
L P O BOX 2000
D FLINT MI 48501-2000
T
O

S GMSPO 17148/048
H FONTANA ACDELCO PDC
I 11900 CABERNET DRIVE
P FONTANA CA 92337
T
O

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/18/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX: 21.58

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

268.18

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

TERMS AND CONDITIONS

These Terms and Conditions shall govern each product sales transaction between CUNO Incorporated and its affiliates ("CUNO") and Buyer and any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon CUNO unless agreed to by CUNO in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon CUNO unless agreed to in writing by CUNO.

1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

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THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1406697 SO	2987423	CN58911	09/18/09	1538373 RI

TERMS F.O.B. **DATE SHIPPED**

 Payment Due 2nd Day 2nd month **COLLECT**
**S
O
L
D
T
O** GM DISBURSEMENT SERVICES
ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

**S
H
I
P
T
O** GMSPO CANADA 14972/013
DOMINION GROUP INC
6201 VIPOND DRIVE
L5T 2B2 MISSISSAUGA ON
Canada

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/18/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX:

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

246.60**ALL AMOUNTS PAYABLE IN U.S. DOLLARS**

PLEASE PAY THIS AMOUNT

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TERMS AND CONDITIONS

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1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

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8. **RETURNS.** No product may be returned without CUNO's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by CUNO in writing, unused non-defective products in unopened packaging may be returned to CUNO subject to a service handling and restocking charge.

9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may be levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to CUNO.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that CUNO repair any CUNO product not covered by the warranty provided in Section 12 below, such repair charges shall be at the expense of the Buyer unless specifically authorized in writing by CUNO. Alterations or modifications to the CUNO product by Buyer or Buyer's agents which involve welding, brazing, soldering, drilling or machining by the Buyer are not permitted without specific authorization in writing by CUNO and will void the warranty and render the products non-returnable by Buyer.

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THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.


REMIT TO: CUNO INCORPORATED
DEPT. CH10370
PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1406714 SO	2987423	GM58911	09/18/09	1538375 RI

TERMS F.O.B. **DATE SHIPPED**

 Payment Due 2nd Day 2nd month **COLLECT**
S O L D T O GM DISBURSEMENT SERVICES
ENTERPRISE ACTIVITIES GROUP
P O BOX 2000
FLINT MI 48501-2000

S H I P T O GMSPO 17148/048
FONTANA ACDELCO PDC
11900 CABERNET DRIVE
FONTANA CA 92337

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
	**** ASN IS REQUIRED FOR ALL SHIPMENTS ****					
	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/18/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	54	13.7000 Per EA	739.80

SALES TAX: 64.73

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

804.53
ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

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13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

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16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.



a 3M company

REMIT TO: CUNO INCORPORATED
 DEPT. CH10370
 PALATINE, IL 60055-0370
 USA

INQUIRIES TO: CUNO INCORPORATED
 400 Research Parkway
 Meriden, CT 06450 * USA
 Phone: (203) 237-5541
 Telefax: (203) 238-8774
INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
1409426 SO	2987423	GM58911	09/25/09	1541014 RI

TERMS F.O.B. **DATE SHIPPED**

 Payment Due 2nd Day 2nd month **COLLECT**
**S
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O** GM DISBURSEMENT SERVICES
 ENTERPRISE ACTIVITIES GROUP
 P O BOX 2000
 FLINT MI 48501-2000

**S
H
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P
T
O** GMSPO 17148/048
 FONTANA ACDELCO PDC
 11900 CABERNET DRIVE
 FONTANA CA 92337

LINE/ REQUEST DATE	DESCRIPTION	ITEM NUMBER	UM	QUANTITY SHIPPED	PRICE	EXTENDED PRICE
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	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/25/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	54	13.7000 Per EA	739.80

SALES TAX: 64.73

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IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

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TO: PALATINE, IL 60055-0370
USA

INQUIRIES TO: CUNO INCORPORATED
400 Research Parkway
Meriden, CT 06450 * USA
Phone: (203) 237-5541
Telefax: (203) 238-8774

INVOICE

SALES ORDER NUMBER	CUSTOMER NUMBER	CUSTOMER P.O. NO.	INVOICE DATE	INVOICE NUMBER
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Payment Due 2nd Day 2nd month **COLLECT**

S GM DISBURSEMENT SERVICES
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T
O

S GMSPO CANADA 14972/013
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	ALL SHIPMENTS COLLECT SCHEDULE VIA SCHNEIDER LOGISTICS					
	REMIT TO DUNS NUMBER 03-855-1615					
1.000 09/25/09	V251 S5S LHD SVC KIT PN 524828 014	70-0708-1375-6	EA S	18	13.7000 Per EA	246.60

SALES TAX:

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE REFERENCE INVOICE NUMBER WITH YOUR REMITTANCE.

IF PAID WITHIN DISCOUNT PERIOD A DISCOUNT OF

MAY BE DEDUCTED

246.60

ALL AMOUNTS PAYABLE IN U.S. DOLLARS

PLEASE PAY THIS AMOUNT

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT, AS AMENDED.

TERMS AND CONDITIONS

These Terms and Conditions shall govern each product sales transaction between CUNO Incorporated and its affiliates ("CUNO") and Buyer and any inconsistent terms of Buyer, wherever set forth and whether oral or written, shall not be binding upon CUNO unless agreed to by CUNO in writing. No waiver of these Terms and Conditions or any special terms relating to this order shall be binding upon CUNO unless agreed to in writing by CUNO.

1. **QUOTATIONS.** Quotations submitted by CUNO are good for acceptance only within thirty (30) days from date of quotation unless otherwise specified. Prices quoted do not include any sales, use, excise, value added, or other similar tax. Delivery lead times contained within quotations shall be effective from the date of receipt by CUNO of all necessary engineering and manufacturing information including approved drawings if requested by Buyer.

2. **ACCEPTANCE.** All orders are subject to approval and acceptance by CUNO. A written acknowledgment sent to Buyer of orders so approved shall constitute such acceptance by CUNO. CUNO may at any time alter or suspend credit, refuse shipment, or cancel unfulfilled orders when, in CUNO's opinion, the financial conditions of Buyer or the status of Buyer's account warrants it, or when delivery is delayed by fault of Buyer or Buyer is delinquent in any payment. No order accepted by CUNO will be subject to cancellation, termination, suspension, change, reduction, cutback or any other modifications by Buyer except with CUNO's prior written consent and if approved may be subject to charge as determined by CUNO.

3. **CANCELLATION.** Orders may be canceled or deliveries deferred by Buyer only upon the condition that the Buyer assumes immediate liability for and makes prompt payment to CUNO of all expenses incurred, charges for commitments made by CUNO, profit on work in process, and contract value of items completed and ready for shipment.

4. **DELIVERY.** CUNO's delivery terms are FOB CUNO's plant. Shipment schedules are approximate only and are as accurate as present conditions permit. CUNO assumes no responsibility or liability for failure or delay in making delivery or otherwise performing hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence. If for any reason CUNO's supply of items ordered hereunder is caused to be limited, CUNO shall have the right to prorate the supply in such manner as CUNO in its discretion shall determine. Delivery to a common carrier shall constitute delivery to Buyer and all risk of loss or damage in transit shall be borne by Buyer. If because of Buyer's inability to take delivery, the materials or equipment are not shipped, CUNO may have them stored for Buyer at Buyer's expense, risk and account, and for all other purposes they shall be considered "shipped."

5. **PARTIAL DELIVERIES.** CUNO may make partial deliveries which Buyer shall accept and pay for at the prices quoted by CUNO in writing. If any part of the order is not delivered by CUNO or is not in accordance with the order, the remainder of the order and Buyer's obligation thereunder shall not be affected.

6. **PACKAGING.** All items sold hereunder shall be packed or crated and shipped in accordance with CUNO's best judgment. Any special packing, crating, or shipping instructions of Buyer must be noted on Buyer's original order and acknowledged by CUNO.

7. **INSPECTION.** Buyer shall inspect all items upon arrival and shall give written notice to CUNO within ten (10) days of arrival of any claim for shortage or nonconformance with the terms hereof. If Buyer fails to give such notice, BUYER waives all claims for such shortage or nonconformance, and Buyer shall be bound to accept and pay for all items in accordance with the terms hereof.

8. **RETURNS.** No product may be returned without CUNO's prior written approval. Transportation charges are to be prepaid by Buyer. When expressly authorized by CUNO in writing, unused non-defective products in unopened packaging may be returned to CUNO subject to a service handling and restocking charge.

9. **PAYMENT TERMS.** Payment terms shall be net thirty (30) days from date of invoice, unless otherwise expressly agreed in writing by CUNO. Late charges of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be assessed on invoices after the due date.

10. **TAXES.** Buyer shall pay all sales, use, excise, value added or other similar taxes that may levied, assessed or otherwise become due on account of items to be delivered hereunder, unless proof of exemption is furnished to CUNO.

11. **REPAIRS, ALTERATIONS AND MODIFICATIONS.** If Buyer requests that CUNO repair any CUNO product not covered by the warranty provided in Section 12 below, such repair charges shall be at the expense of the Buyer unless specifically authorized in writing by CUNO. Alterations or modifications to the CUNO product by Buyer or Buyer's agents which involve welding, brazing, soldering, drilling or machining by the Buyer are not permitted without specific authorization in writing by CUNO and will void the warranty and render the products non-returnable by Buyer.

12. **WARRANTY.** CUNO warrants that CUNO products will conform to those written specifications set forth in CUNO's product literature and/or on CUNO packaging and labeling materials for such products for the time period specified in such literature and materials; provided, however, that products are used in accordance with written instructions furnished by CUNO. CUNO shall have no obligation under this warranty with respect to CUNO products that have been incorrectly installed, improperly maintained, or modified or damaged through misuse, abuse, accident, neglect, or mishandling by Buyer or third parties. CUNO's sole liability and Buyer's sole remedy under this warranty shall be, at CUNO's sole option, for CUNO to either repair or replace any product which, having been returned to the factory, transportation charges prepaid, has been inspected and determined by CUNO to be defective, or to refund the purchase price paid by Buyer for such defective product. All warranty claims must be made in writing to CUNO prior to the end of the applicable warranty time period.

THE ABOVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

13. **LIMITATION OF LIABILITY.** Under no circumstances shall CUNO be liable to Buyer or any third party for any indirect, special, incidental or consequential damages, including but not limited to loss of profits, business, or revenue, arising out of or as a result of CUNO's provision of products hereunder, including but not limited to product defects or product failure, even if CUNO has been advised of the possibility of such damages. CUNO's liability for direct damages will in no event exceed the price paid by the Buyer for the CUNO product(s) giving rise to Buyer's claim for damages.

14. **TRADEMARKS.** Buyer acknowledges and agrees that "CUNO" and "3M" and any other trademarks of 3M Company ("3M Marks") and their associated goodwill are 3M's exclusive property. By selling products to Buyer, CUNO and 3M do not grant Buyer any right to use 3M Marks in connection with the resale of the products unless expressly permitted in writing by 3M. Buyer will not, at any time, contest the validity of any 3M Mark, claim any rights in any 3M Mark or do anything which, in 3M's opinion, might disparage, confuse or lessen the significance of any 3M Mark.

15. **BUYER WARRANTIES.** If Buyer makes any express or implied warranties regarding CUNO products (or regarding Buyer products into which CUNO products are incorporated) that differ from the warranties offered by CUNO as set forth in Section 12 above, Buyer shall assume full responsibility for and indemnify, defend, and hold harmless CUNO, and CUNO's affiliates, successors, assigns, officers, directors, employees and agents from any liability, loss, damage, claim, lien, judgment, and cost, including but not limited to reasonable attorneys' fees and other litigation expenses, related to any such warranties and/or remedies offered by Buyer.

16. **GENERAL.** (a) No items to be finished hereunder shall be exported by Buyer or by any customer of Buyer unless CUNO is first notified in writing of the intention to so export and provided all applicable export regulations are complied with by Buyer and its customer and all applicable licenses are obtained. Buyer will offer nothing of value to any foreign government official on behalf of CUNO. (b) CUNO is not responsible for typographical errors made in any of its publications or for clerical errors made in preparation of quotations, sales orders, or acknowledgments. All such errors are subject to correction by CUNO. (c) These Terms and Conditions shall be governed by the laws of the State of Connecticut, USA without regard to Connecticut's conflicts of law provisions. Buyer submits to the exclusive personal and subject matter jurisdiction of the Connecticut courts to resolve any disputes arising hereunder. (d) These Terms and Conditions, along with CUNO's quotation or proposal, contain the parties' entire understanding on this subject, superseding any prior written or oral agreements, statements, communications or understandings between the parties relating to this subject matter, except that any confidential nondisclosure agreement that has been executed by and between the parties shall remain in effect in accordance with its terms.